

RECORDATION NO. 28010 - L L L L L
FILED

AUG 08 '11 -12 30 PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

August 8, 2011

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S W
Washington, D.C. 20423

Dear Section Chief

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Partial Termination and Release of Security Interest, dated as of August 4, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to the Security Agreement, Memoranda of which were previously filed with the Board under Recordation Numbers 28010 and 28010-A

The name and address of the party to the enclosed document are

Secured Party: Bank of America, N.A., as Collateral Agent
901 Main Street, 14th Floor
Dallas, Texas 75202

[Grantors: The CIT Group/Equipment Financing, Inc.
The CIT Group/Corporate Aviation, Inc.
c/o CIT Group Inc.
1 CIT Drive
Livingston, New Jersey 07039]

Chief, Section of Administration
August 8, 2011
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A description of the railroad equipment covered by the enclosed document is:

55 covered hopper railcars ECQX 57572 – ECQX 57626

A short summary of the document to appear in the index is:

Partial Termination and Release of Security Interest.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/sem
Enclosures

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PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST
SURFACE TRANSPORTATION BOARD

The undersigned, BANK OF AMERICA, N.A., as Administrative Agent and the Collateral Agent (as defined in the Security Agreement described below) for the Secured Parties (in such capacity, the "Collateral Agent"), does hereby terminate, release and discharge the security interest held by it on that certain railroad equipment identified on Exhibit A attached hereto (the "Released Equipment"), without recourse, representation or warranty

Such security interest was granted pursuant to that certain Second Amended and Restated Collateral Agreement, dated as of October 28, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which, among other things, The CIT Group/Equipment Financing, Inc., The CIT Group/Corporate Aviation, Inc. and C.I.T. Leasing Corporation (collectively, the "Grantors"), granted to the Collateral Agent (including any successor collateral agent), for the benefit of the Secured Parties, a lien on, and security interest in, all of its right, title and interest in, to and under, *inter alia*, certain of each such Grantor's railcars and other rolling stock, whether now owned or hereafter acquired, Memoranda of which were recorded with the Surface Transportation Board under Recordation Nos. 28010 and 28010-A. Notice of the succession of Bank of America, N.A. as Collateral Agent under the Security Agreement was recorded with the Surface Transportation Board under Recordation No. 28010-E

This instrument shall be governed by, and construed in accordance with, the law of the State of New York.

This instrument is executed upon the express conditions that (a) nothing herein contained shall be construed to release from the lien of the aforesaid Security Agreement or to impair said lien upon any property subject thereto, except the Released Equipment and (b) the foregoing release shall not apply to the proceeds of the disposition of the Released Equipment. Except as provided above, the Collateral Documents as defined in the Credit Agreement remain in full force and effect. Nothing contained in this instrument will be construed as a release, waiver or amendment of any provision of any Collateral Document as defined in the Credit Agreement other than as expressly provided above

[Signature pages follow]

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____

Name Matthew S. Hichborn
Assistant Vice President

Title _____

STATE OF _____)
COUNTY OF _____) ss

On this ____ day of _____, 20__, before me, the undersigned Notary Public, personally appeared _____, personally known to me to be the person who executed the within instrument as the _____ of BANK OF AMERICA, N.A. and acknowledged to me that the corporation executed it.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written

NOTARY PUBLIC

~~My Commission Expires.~~

ACKNOWLEDGMENT

State of California

County of San Francisco

On August 4th 2011 before me, Silvia Ventura, Notary Public
(insert name and title of the officer)

personally appeared Matt...
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]

(Seal)

Exhibit A

Fifty five (55) 5,750 c f. carbon black covered hopper railcars, bearing the following marks and numbers:

	Mark	Number	EIN		Mark	Number	EIN
1	ECQX	57572	1007068	29	ECQX	57600	1007062
2	ECQX	57573	1007048	30	ECQX	57601	1007061
3	ECQX	57574	1007034	31	ECQX	57602	1007045
4	ECQX	57575	1007065	32	ECQX	57603	1007025
5	ECQX	57576	1007067	33	ECQX	57604	1007046
6	ECQX	57577	1007070	34	ECQX	57605	1007077
7	ECQX	57578	1007073	35	ECQX	57606	1007072
8	ECQX	57579	1007023	36	ECQX	57607	1007027
9	ECQX	57580	1007041	37	ECQX	57608	1007037
10	ECQX	57581	1007050	38	ECQX	57609	1007066
11	ECQX	57582	1007071	39	ECQX	57610	1007064
12	ECQX	57583	1007039	40	ECQX	57611	1007059
13	ECQX	57584	1007043	41	ECQX	57612	1007035
14	ECQX	57585	1007060	42	ECQX	57613	1007074
15	ECQX	57586	1007044	43	ECQX	57614	1007040
16	ECQX	57587	1007053	44	ECQX	57615	1007054
17	ECQX	57588	1007033	45	ECQX	57616	1007049
18	ECQX	57589	1007024	46	ECQX	57617	1007036
19	ECQX	57590	1007028	47	ECQX	57618	1007042
20	ECQX	57591	1007057	48	ECQX	57619	1007032
21	ECQX	57592	1007052	49	ECQX	57620	1007069
22	ECQX	57593	1007063	50	ECQX	57621	1007076
23	ECQX	57594	1007031	51	ECQX	57622	1007047
24	ECQX	57595	1007055	52	ECQX	57623	1007026
25	ECQX	57596	1007029	53	ECQX	57624	1007030
26	ECQX	57597	1007056	54	ECQX	57625	1007051
27	ECQX	57598	1007075	55	ECQX	57626	1007058
28	ECQX	57599	1007038				

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 8/8/11



Robert W. Alvord